

## **ATTACHMENT 1: AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Wood Environment & Infrastructure Solutions, Inc. with an address at 104 West Anapamu Street, Suite 204-A, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVES**

Selena Evilsizor, at phone number (805) 568-3577, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rita Bright, at phone number (805) 962-0992, is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows, or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section:

To COUNTY:                      Selena Evilsizor  
County of Santa Barbara  
Planning and Development Department  
123 E. Anapamu Street  
Santa Barbara, CA 93101  
(805) 568-2030 (FAX)

To CONTRACTOR:              Rita Bright,  
Wood Environment and Infrastructure Solutions, Inc.  
104 West Anapamu Street  
Suite 204A  
Santa Barbara, CA 93101  
(805) 966-1706

If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

**4. TERM**

CONTRACTOR shall commence performance on February 1, 2019, and end performance upon completion, but no later than December 31, 2019, unless otherwise directed by COUNTY or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would

give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

## **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be

final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

## **33. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

## **34. HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:



//Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Wood Environment & Infrastructure Solutions, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Planning and Development

**CONTRACTOR:**

Wood Environment & Infrastructure  
Solutions, Inc.

By: \_\_\_\_\_  
Department Head  
Dianne Black

Director of Planning &  
Development

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

The following tasks have been identified to be performed by CONTRACTOR to support the completion of the Project:

**a. Task 1: Kickoff Meeting**

CONTRACTOR will use the Program kickoff and initial coordination stage to review Program details and objectives, receive any updated background information (including technical data and other relevant documents), and re-establish communication protocols between COUNTY staff, Southern California Gas Company (SoCalGas), and CONTRACTOR. This meeting will also provide an opportunity to carefully review the Program scope and timeline with COUNTY staff and SoCalGas, as well as to establish protocols and next steps. Taking into consideration any information already provided, CONTRACTOR will provide an information request after this meeting for any additional information that is needed to complete Program understanding.

Deliverables: Kickoff meeting and meeting materials; Data request; Meeting Minutes

**b. Task 2: Development Review Process**

CONTRACTOR will review existing telecommunication development standards. CONTRACTOR assumes initial text amendments and development standards for both the County Land Use and Development Code (LUDC) and Montecito Land Use and Development Code (MLUDC) would be consistent, though recognizes that some variations may result between the proposed LUDC and MLUDC development review procedures due to community-specific planning processes.

The siting criteria will be translated into a proposed framework for required amendments, including key development standards. CONTRACTOR will carefully craft development standards based on environmental, planning, and zoning analysis that would ensure California Environmental Quality Act (CEQA) and planning compliance. Such research will include a review of similar telecommunication development standards, particularly associated with visual, biological, cultural, and geological resources. The development standards will incorporate the exceptions to CEQA Categorical Exemptions (CEQA Guidelines Section 15300.2), as well as individual factors for sensitive resources not subject to exemptions or the exceptions (e.g., visual resources). The development standards will also be incorporated into the Program Description for both draft zoning ordinances within Task 3.

To establish background information and understand potential buildout and potential cumulative impacts from this Program, CONTRACTOR will contact Pacific Gas and Electric Company (PG&E) and any other natural gas providers to determine if they have established plans to construct similar facilities within the unincorporated County. If the providers have established plans that would potentially utilize the ordinance amendment, CONTRACTOR will coordinate with such agencies and promptly advise the COUNTY if the Program scope would require substantial change, necessitating a review of scope, budget, and schedule.

Deliverables: Up to two (2) working meetings with the COUNTY and, if the COUNTY elects, a joint meeting with SoCalGas; Draft Ordinance Amendment Framework (annotated outline of both LUDC and MLUDC text amendments) including proposed development standards and permit procedures.

**c. Task 3: Draft Zoning Ordinance Amendments**

CONTRACTOR will develop administrative draft ordinance amendments to the LUDC and MLUDC, working closely with COUNTY staff. SoCalGas will also review and comment on the administrative draft ordinance amendments. CONTRACTOR will then attend and present the draft ordinance amendments at four (4) Boards of Architectural Review (BAR) meetings (Montecito, South, Central and North BARs), prepare concise meeting notes reflecting BAR recommendations and public comments. Following the Montecito BAR meeting, CONTRACTOR will also present the draft ordinance amendments at one (1) Montecito Association meeting. Following these meetings, CONTRACTOR will revise the draft ordinance amendments based on COUNTY direction, and resubmit for COUNTY review. SoCalGas will also review and comment on the ordinance amendments.

Deliverables: Electronic submittal to the COUNTY of an administrative draft Ordinance Amendment set (LUDC and MLUDC) and two (2) rounds of review (post-BAR, post-applicant reviews) of the Draft Ordinance Amendment set.

**d. Task 4: Staff Report, Ordinance Amendments, Findings, and CEQA Article 19 Determinations**

CONTRACTOR will prepare five (5) Staff Reports: two (2) for the County Planning Commission, two (2) for the Montecito Planning Commission, and one (1) for the Board of Supervisors. CONTRACTOR will coordinate up to five (5) projected hearing dates with COUNTY staff, to be placed on Planning Commission and Board meeting schedules and agendas. The Staff Reports will summarize Program analysis, CEQA Article 19 determination, General Plan consistency determination, code compliance, and findings. Additional relevant information such as similar established plans by other natural gas providers within the County, engineering drawings, typical construction activities, public notification procedures, and the overall schedule for the activities will also be provided. Staff Reports will be drafted in a format and template provided by the COUNTY. CONTRACTOR will also prepare draft and final Zoning Ordinance Amendments, Resolutions, and adoption findings for both the Planning Commissions and Board of Supervisors. This task includes the assumption that Staff Report preparation, Zoning Ordinance Amendments, Resolutions, Findings, and CEQA Article 19 determination will require no more than 495 hours to draft and perform technical review. CONTRACTOR will prepare a standard-length Notice of Exemption (e.g., 2 to 3 pages) that cites the development standards and Program processes that ensure CEQA compliance, as needed, to support use of the exemption. The Staff Reports will detail the development standards that ensure compliance with the categorical exemption requirements of CEQA Article 19, with any potentially significant effects subject to additional environmental review. All staff reports, ordinance amendments, CEQA exemption, presentations, and any other hearing materials, will be in accordance with COUNTY formats and processes.

Deliverables: Five (5) electronic copies of the Staff Report, Findings, Zoning Ordinance Amendments, and Resolution, as applicable.

**e. Task 5: Public Adoption Hearings**

CONTRACTOR will attend and present at up to five (5) public hearings for the Program: two (2) Montecito Planning Commission hearings, two (2) County Planning Commission hearing, and one (1) Board of Supervisors hearing. COUNTY staff will also attend each hearing. CONTRACTOR will prepare draft hearing notices for newspapers and email/electronic devices for up to five (5) public hearings and submit to the COUNTY for hearing support noticing and distribution.

Each hearing is assumed to last no longer than 4 hours (including travel time from the City of Santa Barbara). CONTRACTOR is able to attend prolonged or additional workshops and meetings at an additional cost.

Deliverables: Attendance and presentation at five (5) public hearings; draft hearing notices; meeting minutes.

**f. Task 6: Post-Approval Training Assistance**

CONTRACTOR will provide post-approval training for COUNTY staff. CONTRACTOR will present a summary of the ordinance amendment to staff at two (2) staff meetings, not to surpass 4 hours in length each, including travel time. This task will include up to 54 hours of assistance on conference calls, email correspondence, and permit approval assistance for one advanced meter installation.

Deliverables: Summary sheet of Program development review process. Two (2) presentations to Planning and Development Department staff.

**g. Timeline and Task Costs**

CONTRACTOR shall complete all tasks required in order to achieve all milestones by their corresponding deadlines to do so, set forth below. Invoices shall be submitted as described in Exhibit B, for the amount of work performed under each Task.

Milestone	Date	Estimated Cost
Completion of Task 1	2/28/2019	\$2,943.00
Completion of Task 2	4/30/2019	\$9,846.00
Completion of Task 3	6/30/2019	\$37,429.00
Completion of Task 4	11/30/2019	\$46,110.00
Completion of Task 5	12/31/2019	\$26,127.00
Completion of Task 6	12/31/2019	\$5,503.00

CONTRACTOR reserves the right to move budgeted effort between Tasks with prior COUNTY approval.

**h. Project Management**

1. CONTRACTOR shall adhere to the project schedule and communicate any possible changes to the timeline set forth in subsection g, above, to COUNTY.
2. CONTRACTOR shall provide complete and thorough documents written without excessive grammatical errors, as determined by COUNTY. The documents shall be written following the *Chicago Manual of Style Sixteenth Edition* (University of Chicago Press, 2010). All documents require final quality assurance/quality control review by an appropriately qualified member of CONTRACTOR.

**i. Assumptions**

1. Electronic and/or hard copy versions of relevant COUNTY documents and other available data, reports, and technical studies will be provided to CONTRACTOR at Program kickoff, including available maps, data, and any recent studies addressing the Program area or adjacent parcels. CONTRACTOR assumes that the details for Data Collection Unit (DCU) installation procedures, list of equipment, construction crew, and duration of installation provided by SoCalGas in October 2016 are current and accurate.

2. No technical studies, including Cultural Resources, Biological Resources, Traffic, and Health Risk Assessments are included as part of the proposed scope.
3. CONTRACTOR understands that GIS maps for each region indicating the precise location of pole-mounted DCUs and Advanced Meter Communications will be unavailable for preparation of the ordinance amendments and staff reports. If precise location information becomes available, CONTRACTOR will request such information at the initial Program meeting. Changes to the Program Description may change the methodology used, which may lead to a change in costs or effort.
4. This proposal does not include CEQA compliance services other than preparation of a Notice of Exemption in accordance with CEQA Section 15303, or other exemption identified under CEQA Article 19 (Categorical Exemptions). A modification to this determination would require a change in scope and cost.
5. Substantive changes to the Program description by the COUNTY, once the Program has begun, will cause a slip in schedule and require an equitable adjustment in cost based on time and materials needed.
6. Preparation of Staff Reports, Findings, Zoning Ordinance Amendments, and Resolutions will require no more than 491 hours to draft and perform technical review. If changes to the Program Description result, or additional hearings or workshops occur necessitating preparation of additional planning documents, CONTRACTOR is available to provide such services under a separate scope and budget.
7. CONTRACTOR is not responsible for any omission of data or analyses that are not provided or identified to CONTRACTOR by the COUNTY, its representatives, or contractors.
8. CONTRACTOR assumes that the Program will be completed consistent with the proposed schedule. Delays of greater than two (2) months for any particular phase or task may lead to a change in cost or effort.
9. The draft ordinance amendments provided to the COUNTY by CONTRACTOR will be subject to three (3) rounds of review by COUNTY staff. During each round of review, CONTRACTOR assumes there would be up to three (3) COUNTY departments that review the draft documents. The first round of review of the ordinance amendments would occur on the administrative draft, the second round of review would occur after the proponent (SoCalGas) has reviewed the document, and the third round of review would occur after the four BAR meetings and Montecito Association meeting. Additional rounds of review and comment, and/or additional reviewers, would be available on a time and materials basis.
11. Staff reports and the board letter will be subject to up to five (5) rounds of review (this includes two Montecito Planning Commission, two County Planning Commission, and one Board of Supervisor meeting materials). During each round of review, CONTRACTOR assumes there would be up to three (3) COUNTY departments that review the draft documents. Additional rounds of review and comment, and/or additional reviewers, would be available on a time and materials basis.
12. The COUNTY will send all comments on draft documents to CONTRACTOR (unconsolidated). CONTRACTOR staff will identify conflicting comments and correspond with the COUNTY to resolve the conflicting comments.
13. The COUNTY will be responsible for review and distribution of all public notices and public comments related to the planning process and hearings.
14. No field work is included within the scope of work.

15. CONTRACTOR will attend meetings or hearings as follows: the Principal and Project Manager would attend up to ten (10) meetings or hearings, including four (4) BAR meetings, one (1) Montecito Association meeting, and five (5) public adoption hearings. Meetings that exceed 4 hours in length, including travel, are subject to additional cost. CONTRACTOR’S managers may attend additional meetings on a time and materials basis.
16. Travel costs for hearing attendance or any site visits will consist of miles, charged at \$0.545 per mile traveled.
17. All Board of Architectural Review meetings and Planning Commission and Board of Supervisors hearings will be recorded by COUNTY personnel for the official record with notetaking assistance from CONTRACTOR.
- 18 This scope of work does not include consultation with Native American Tribes.
20. This scope does not include efforts to coordinate permits or regulatory correspondence or meetings with regulatory staff other than what has been specified within **EXHIBIT A**. California Department of Fish and Wildlife (CDFW) fees are not included in proposal costs.
23. For this program, COUNTY staff shall be responsible for:
  - a. Hearing support activities (e.g. docketing with the County Clerk, submitting display ads to newspapers.
  - b. Creating and maintaining the program website.
  - c. Incorporating the final ordinance amendment into the master LUDC and MLUDC documents.
24. Templates for these notices will be provided by the COUNTY. The COUNTY will submit notices to newspapers and distribute electronically to public notification lists.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$147,152** (base contract amount of \$127,958 and contingency amount of \$19,194).
- B. The contingency amount of **\$19,194** will only be released through approval of the Director of Planning and Development for work that is not included in the scope.
- C. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- D. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for services performed upon: (1) completion of each Task, and (2) submittal of identified deliverables, as described in **EXHIBIT A**. These invoices or certified claims must cite the assigned Board Contract Number. If an individual Task lasts longer than three months, then CONTRACTOR may partially bill for a Task in process, for individual services rendered thus far.
- E. CONTRACTOR reserves the right to partially bill for partially completed work where unanticipated delays or changes to the schedule occur by no fault of CONTRACTOR'S team.
- F. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C INDEMNIFICATION AND INSURANCE REQUIREMENTS

### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

- 9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
- 10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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